



COMMON COUNCIL MEETING

Monday, December 4, 2023
Common Council Chambers

5:30 p.m.

Public Hearing: *for the purpose of receiving comments on the proposed 2024 City of Poughkeepsie Budget*

6:30pm

I. ROLL CALL

II. REVIEW OF MINUTES:

Common Council Meeting – November 20, 2023

III. READING OF ITEMS by the City Chamberlain of any items not listed on the printed agenda.

IV. PUBLIC PARTICIPATION

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS:

VI. MAYOR'S COMMENTS AND PRESENTATIONS

VII. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:

VIII. REPORTS OF COMMITTEES AND BOARDS:

CONSENT AGENDA:

IX. MOTIONS AND RESOLUTIONS:

- 1. R-23-74**, Resolution Setting a Public Hearing Regarding a Local Law Amending Chapter 9 "Garbage, Trash And Weeds," Article V "Solid Waste Management," Section 9-68 "Solid Waste Collection Fees," Subsection (E) "Exemptions"
- 2. R-23-75**, Resolution Approving the Verizon Contract for a Cell Tower on Cedar Ave.
- 3. SEQRA Resolution R-23-76** and Sale Resolution **R-23-77**, authorizing the Sale of City Owned Property – vacant lot known as 171 South Cherry Street (Tax Map No. 6161-31-318779)

X. ORDINANCES AND LOCAL LAWS:

1. **LL-23-07**, Local Law Amending Chapter 6 “Building and Utility Codes,” Article I “Building Code” to Address Corporate Fines and to Set a Minimum Fine for Violations of The Building Code

ACTION AGENDA:

XI. MOTIONS AND RESOLUTIONS:

XII. ORDINANCES AND LOCAL LAWS:

XIII. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

1. **FROM LORRAINE JOHNSON**, a notice of personal injury sustained on September 3, 2023.
2. **FROM JEFFREY WILLIAMS**, a notice of property damage incurred on September 7, 2023.
3. **FROM BALLI CANN, INC. / JASWINDER KAUR**, a notice of intent to apply for Licensure with the Office of Cannabis Management to open a retail dispensary premises.
4. **FROM MAZIGH CORP. / KHEIREDDINE MAZOUZI**, a notice of intent to apply for Licensure with the Office of Cannabis Management to open a retail dispensary premises.
5. **FROM KAYA NATURAL REMEDIES INC. / AUDREY GRAHAM-O'GILVIE**, an amended notice of intent to apply for Licensure with the Office of Cannabis Management to open a retail dispensary premises.

XIV. ADJOURNMENT:

**RESOLUTION
(R-23-74)**

**RESOLUTION INTRODUCING LOCAL LAW AMENDING CHAPTER 9 “GARBAGE,
TRASH AND WEEDS,” ARTICLE V “SOLID WASTE MANAGEMENT,” SECTION 9-
68 “SOLID WASTE COLLECTION FEES,” SUBSECTION (E) “EXEMPTIONS”**

INTRODUCED BY CHAIRWOMAN BROWN_____:

BE IT RESOLVED that an introductory Local Law entitled, “ A LOCAL LAW AMENDING CHAPTER 9 “GARBAGE, TRASH AND WEEDS,” ARTICLE V “SOLID WASTE MANAGEMENT,” SECTION 9-68 “SOLID WASTE COLLECTION FEES,” SUBSECTION (E) “EXEMPTIONS” ” be and hereby is introduced before the Common Council of the City of Poughkeepsie in the County of Dutchess and State of New York; and

BE IT FURTHER RESOLVED that copies of the aforesaid proposed local law are laid upon the desk of each member of the Council; and

BE IT FURTHER RESOLVED that the Council shall hold a public hearing on said proposed local law to receive comment from the public on Monday, December 18 at 6 pm in the Common Council Chambers, Third Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, New York;

BE IT FURTHER RESOLVED that the Clerk publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

SECONDED BY COUNCILMEMBER_____.

(LL 23-XX)

**A LOCAL LAW AMENDING CHAPTER 9 “GARBAGE, TRASH AND WEEDS,”
ARTICLE V “SOLID WASTE MANAGEMENT,” SECTION 9-68 “SOLID WASTE
COLLECTION FEES,” SUBSECTION (E) “EXEMPTIONS”**

SPONSOR:

BE IT ENACTED, by the Common Council of the City of Poughkeepsie as follows:

~~STRIKETHROUGH~~ INDICATES DELETION
BOLD and UNDERLINE INDICATES ADDED LANGUAGE

SECTION 1: City Code Chapter 9 “Garbage, Trash and Weeds,” Article V “Solid Waste Management,” Section 9-68 “Solid Waste Management Fees,” subsection (e) is amended to read as follows:

(e) *Exemptions:*

(1) Any person who because of age or disability shall qualify for exemption from City real property taxes based on an enhanced star exemption or low income tax exemption, shall be charged a reduced fee for solid waste collection and disposal services in an amount to be determined by the schedule of annual collection fees pursuant to Subsection (a). This reduced fee shall only apply to one dwelling unit in the case of multifamily properties..

(2) Any residential user eligible for STAR tax exemption from City real property taxes, upon demonstrating that only one unit of a two or three unit residential parcel is occupied as their residence, all other units being permanently vacant, after certification to the Commissioner and inspection, pursuant to regulations promulgated by the Commissioner and approved by resolution of the City Common Council, shall pay only the annual base unit fee.

(3) A residential property owner may make an application to the Commissioner of Finance for a one-time waiver of sanitation fees for a period of no more than one (1) year for a residential property that is unoccupied and does not possess a valid certificate of occupancy. If there is an open building permit, the property owner must prove that construction or other debris is being removed from the site by an alternate service such as a dumpster. Any city issued sanitation cans shall be returned to the City during the one-year period. The determination of this waiver shall be within the sole discretion of the Commissioner of Finance.

SECTION 2. This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

BE IT FURTHER RESOLVED, that copies of the aforesaid proposed Local Law be laid upon the desk of each council member; and

BE IT FURTHER RESOLVED, that the Common Council shall hold a public hearing on said proposed Local Law and that the City Clerk shall publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

SECONDED BY COUNCILMEMBER _____ :

RESOLUTION

R-23-75

INTRODUCED BY CHAIRWOMAN BROWN: _____

WHEREAS, the City is the owner of a parcel of land located at 33 Cedar Avenue in the City of Poughkeepsie, and more accurately described as Lot 6167-67-7512643 on the official tax map of the City (hereinafter "the Property"); and

WHEREAS, Verizon Wireless of the East LP d/b/a Verizon Wireless ("Verizon Wireless") wishes to lease a portion of the property for purposing of constructing a communications facility ; and

WHEREAS, the Common Council wishes to enter into the Lease with Verizon Wireless as attached hereto at Exhibit A; and

NOW, THEREFORE, be it resolved that the Common Council hereby authorizes the Mayor to execute the Lease Agreement attached at Exhibit "A."

SECONDED BY COUNCILMEMBER _____

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this ____ day of _____, 20____, between the **City of Poughkeepsie**, with a mailing address of 62 Civic Center Plaza, Poughkeepsie, New York 12601, hereinafter designated ("LESSOR") and **Verizon Wireless of the East LP d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated ("LESSEE"). LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSEOR hereby grants a non-exclusive license to LESSEE of approximately 144 square feet of space (the "Ground Space") located at 33 Cedar Avenue, City of Poughkeepsie, County of Dutchess, State of New York, Tax Map No. 6167-67-751263 (the "Property"), for the installation, operation and maintenance of communications equipment and for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Ground Space and to all necessary electrical and telephone utility sources located on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Ground Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR. LESSOR agrees to grant LESSEE, Verizon New York, Inc., or any other local utility or fiber provider, at its own cost, the right to install such utilities or fiber on, over and/or under the Premises necessary for LESSEE to operate the Communication Facilities, as amended herein.

2. **CONDITION OF PROPERTY.** LESSEE has an opportunity to inspect the Property and accepts same in an "as-is" condition. LESSOR makes no representations to LESSEE as to the condition of the Property. LESSEE represents to LESSOR that at the time of the execution of the Agreement it has had an opportunity to inspect the premises for its intended purpose and has determined that the Property is in a condition acceptable to LESSEE.

3. **TERM; RENTAL.** This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first day of the month following the date that LESSEE is granted a building permit by the governmental agency charged with issuing such permits (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of \$4,200.00 to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR

and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until ninety (90) days after the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; (iii) any other reasonable documentation required by LESSEE to process payments hereunder. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE, however, upon the supplying of the requisite Rental Documentation, LESSEE shall make all rental payments then due without setoff.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding Paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSOR shall read LESSEE 's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE 's power consumption on an annual basis. Specifically, after the expiration of each calendar year, LESSOR shall determine LESSEE 's actual electrical power consumption and resulting charges for the immediately preceding calendar year based on reading of the LESSEE's sub-meter on a monthly basis and the electricity bills received by LESSOR throughout such calendar year. Each invoice shall reflect charges only for LESSEE power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility for electricity, without mark up or profit. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, Accounts Payable – Cellsites, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 or email to: livebills@ecova.com, shall be provided to LICENSEE within ninety (90) days following the conclusion of each calendar year (the "Invoice Period"), and shall be accompanied by copies of the electricity bills received by LESSOR during the subject calendar year and documentation of the sub-meter readings applicable to such calendar year. If LESSOR fails to deliver an invoice to LESSEE within the Invoice Period, LESSOR waives any right to collect any electrical charges from

LESSEE for the subject calendar year. LESSEE shall pay each annual power consumption charge within forty-five (45) days after receipt of the invoice from LESSOR.

LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS.

a. This Agreement shall automatically be extended for two (2) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

b. Beginning on the annual anniversary of the Commencement Date and continuing each year thereafter that this Agreement remains in effect, the annual rental shall be equal to one hundred and two percent (102%) of the annual rental payable with respect to the immediately preceding year.

6. ADDITIONAL EXTENSIONS. If at the end of the second (2nd) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for an additional five (5) year term.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by

each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE and LESSOR will maintain at its own cost:

- i. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured;
- ii. Commercial Auto Liability insurance on allowed, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence; and
- iii. Workers Compensation insurance which provides statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies and upon request, shall furnish proof of such insurance by providing LESSOR with a Certificate of Insurance.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have

the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other LESSEEs of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue, unless LESSEE's use of the Property actively interferes with LESSOR's use of the Property as a sewage pump station. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

14. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third-party offer.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee

shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

16. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

17. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

18. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: City of Poughkeepsie
ATTN: CITY ADMINISTRATOR
62 Civic Center Plaza
Poughkeepsie, New York 12601

With Copy to: City of Poughkeepsie
Attn: Corporation Counsel
62 Civic Center Plaza
Poughkeepsie, New York 12601

LICENSEE: Verizon Wireless of the East LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

20. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

21. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

22. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

23. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

24. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of New York.

25. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have

the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

26. MOST FAVORED LICENSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, a LESSEE's option, to independent verification.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: City of Poughkeepsie

By: _____

Name: Marc Nelson

Its: Mayor

Date: _____

**LESSEE: Verizon Wireless of the East LP d/b/a
Verizon Wireless**

By: Cellco Partnership, its General Partner

By: _____

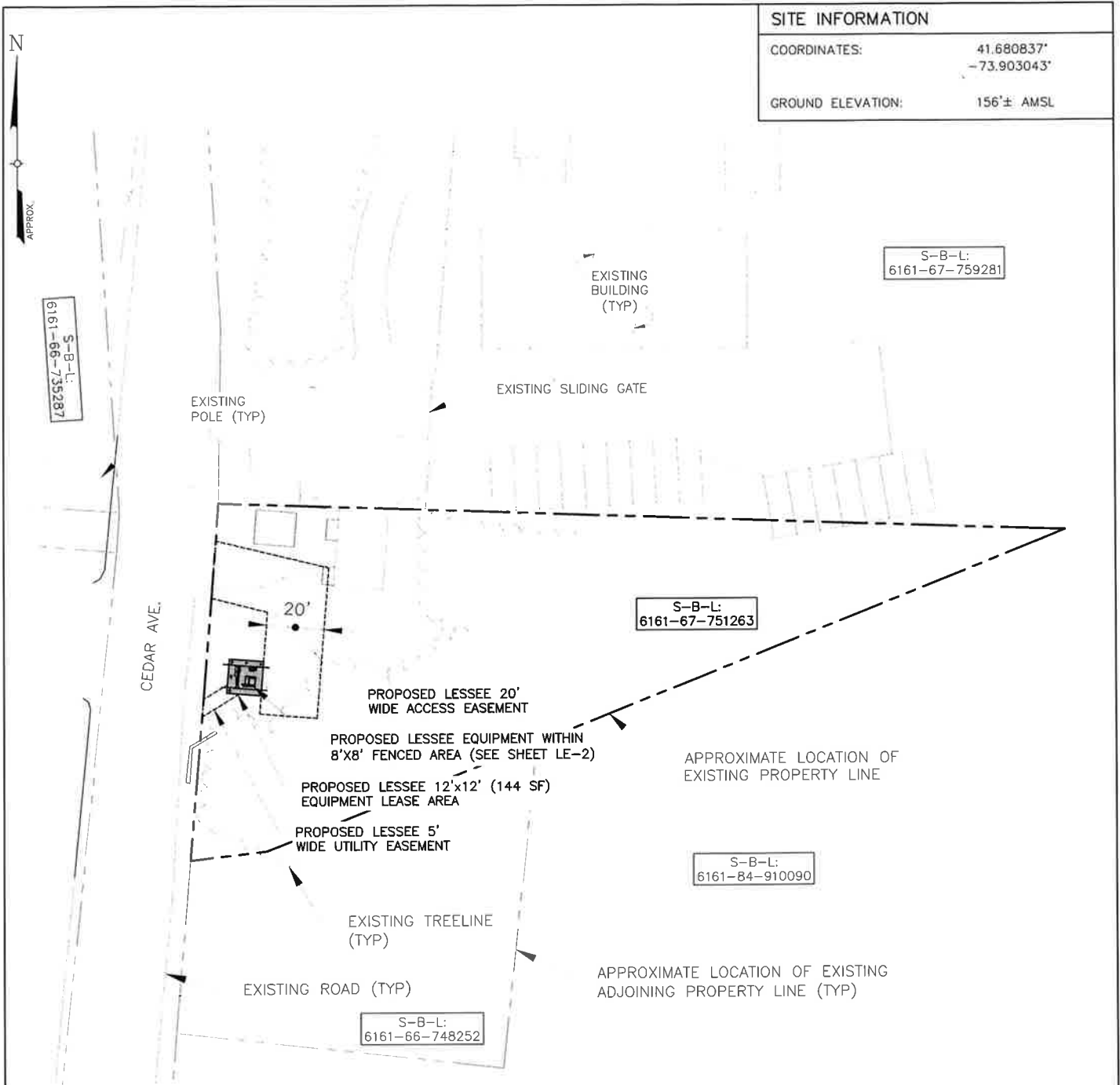
Name: _____

Its: _____

Date: _____

EXHIBIT "A"

SITE PLAN OF GROUND SPACE AND CABLING SPACE



NOTE

1. THIS DRAWING IS FOR OPTION, LEASE, LICENSE AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
2. FINAL UTILITY EASEMENT LOCATION WILL BE DETERMINED BY THE UTILITY COMPANY.



PROPERTY PLAN

SCALE: 1" = 50'

0 1
ORIGINAL SIZE IN INCHES

Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.

Project Contact Info

36 British American Blvd. Phone: (518) 783-1630
Suite 101 (800) 829-6531
Latham, NY 12110 www.tectonicengineering.com

CLUBHOUSE - LEASE EXHIBIT

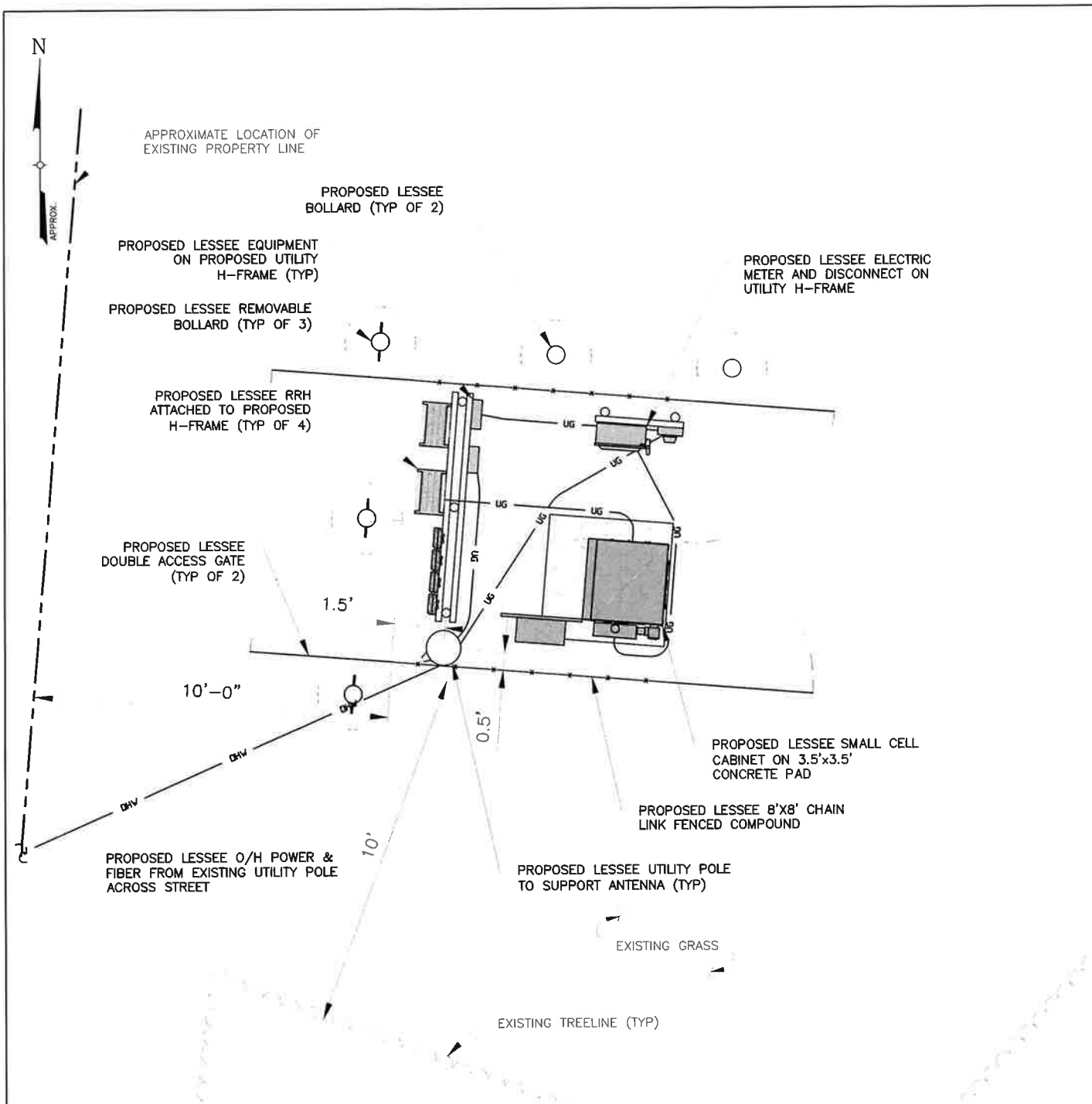
PROJECT # 20171566168 - LOCATION CODE # 443719

33 CEDAR AVE - CITY OF POUGHKEEPSIE - DUTCHESS COUNTY, NY 12603

VERIZON WIRELESS OF THE EAST LP, D/B/A
(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:11273.037 ISSUED BY: GS DATE: 6/27/23 SCALE: AS NOTED SHEET: LE-1 REV: 5



1
LE-2

DETAIL SITE PLAN

SCALE: 1" = 4'

NOTE:
FINAL FIBER/TELCO ROUTING TO
BE DETERMINED BY PROVIDER.

0 1
ORIGINAL SIZE IN INCHES

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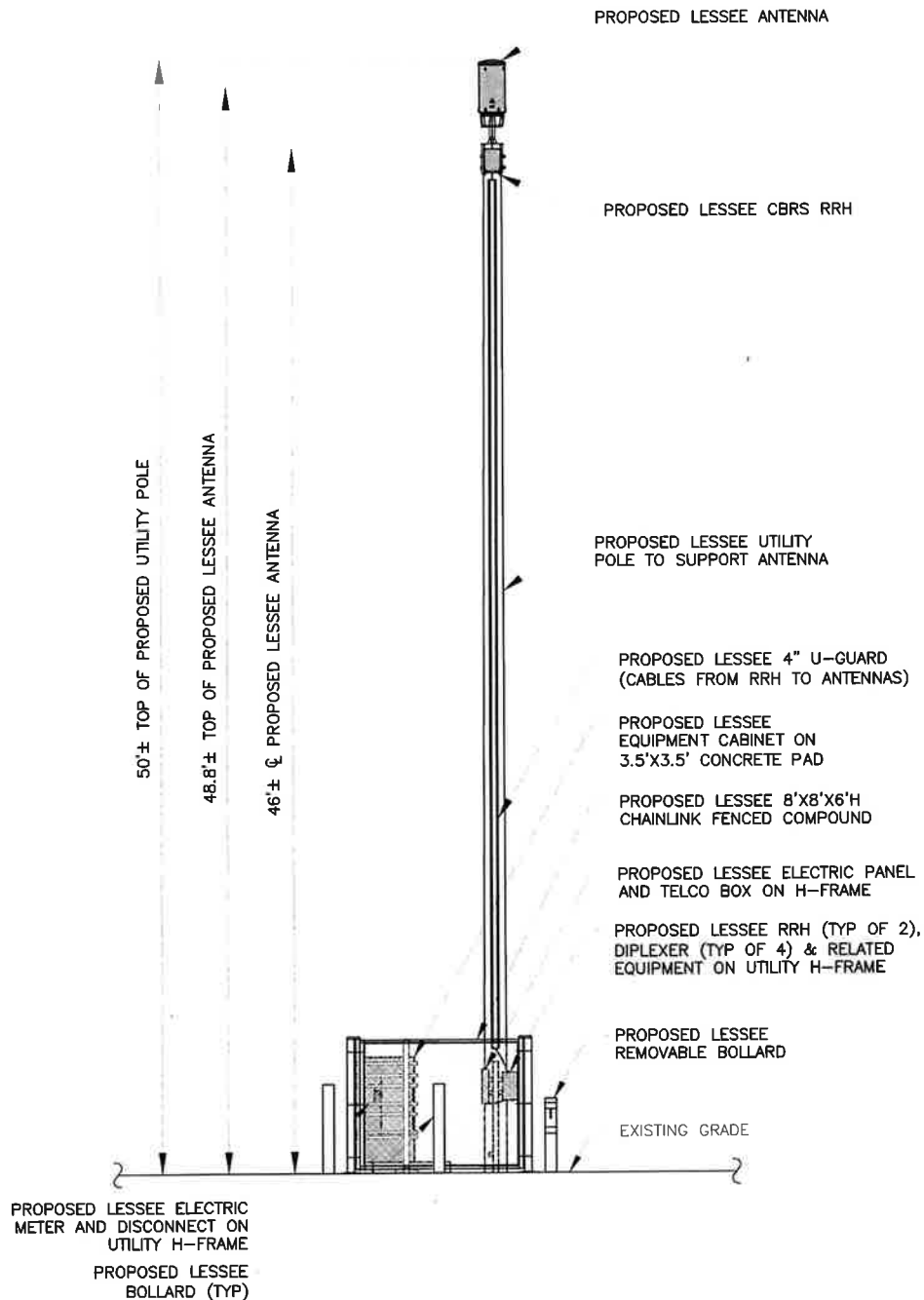
ISSUED BY: GS

DATE: 6/27/23

SCALE: AS NOTED

SHEET: LE-2

REV: 5



1
LE-3

ELEVATION

SCALE: 1" = 8'

0 1
ORIGINAL SIZE IN INCHES

Tectonic

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(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:11273.037	ISSUED BY: GS	DATE: 6/27/23	SCALE: AS NOTED	SHEET: LE-3	REV: 5
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Looking South along Cedar Ave.

Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 50'±

P-1

11273.037

Tectonic

ANALYTICAL SOLUTIONS FOR REGIONAL SERVICE



Looking South along Cedar Ave.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 50'±

S-1

11273.037

Tectonic

practical. solutions. exceptional. service.

**NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) RESOLUTION REGARDING A SALE OF
CERTAIN CITY OWNED PROPERTIES
(R-23-76)**

BY CHAIRWOMAN BROWN_____ :

WHEREAS, the Common Council of the City of Poughkeepsie is considering the sale of city owned property located at 171 South Cherry Street and identified as Tax Map No. 6161-31-318779; and

WHEREAS, the Common Council considers the proposed sale to be an Unlisted Action under Title 6 NYCRR, Section 617.2 of the SEQRA regulations; and

WHEREAS, the Common Council considers itself to be the only "involved agency" with respect to this proposed sale of properties; and

WHEREAS, the Common Council has reviewed the proposed sale of properties in accordance with Title 6 NYCRR, Section 617.11; and

WHEREAS, the Common Council has considered the hereto attached Short Environmental Assessment Form (EAF).

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. In accordance with Section 617.5(a)(1) of Title 6 NYCRR, the Common Council determines that the above-described action is subject to SEQRA; and
2. In accordance with Section 617.5(a)(2) of Title 6 NYCRR, the Common Council determines that the action does not involve a federal agency; and
3. In accordance with Section 617.5(a)(3) of Title 6 NYCRR, the Common Council determines that the above-described action does not involve any other agencies; and
4. In accordance with Section 617.5(a)(4) of Title 6 NYCRR, the Common Council classifies the above-described action as an unlisted action. The Common Council in making such classification considered Section 617.12 of Title 6 NYCRR and determined that the above action did not fall into any of the categories listed under Type I, and also considered Section 617.13 of NYCRR and determined that the above-described action did not fit under any of the categories listed under Type II Actions, thus reaching the conclusion that it is to be considered an unlisted action; and
5. In accordance with Section 617.5(a)(5) the Common Council determines that the

above-described project will not require a long EAF since the short EAF provides sufficient information; and

6. The Common Council officially makes a determination of non-significance in that the proposed sale of properties are not expected to result in a significant adverse impact on the environment and, therefore, the preparation of a draft environmental impact statement is not necessary; and
7. This determination shall be considered a Negative Declaration for the purposes of Article 8 of the Environmental Conservation Law; and
8. The City Chamberlain shall maintain a file of this determination as well as the attached EAF which is hereby made a part of this resolution.

SECONDED BY COUNCILMEMBER _____.

RESOLUTION
(R-23-77)

INTRODUCED BY CHAIRWOMAN BROWN_____:

WHEREAS, the City of Poughkeepsie has previously taken title to a vacant lot known as 171 South Cherry Street (Tax Map No. 6161-31-318779), in the City of Poughkeepsie by reason of a Treasurer's Deed; and

WHEREAS, the above-mentioned properties have been offered for sale by the City in accordance with the policy for the sale of City owned property; and

WHEREAS, an offer has been received from Williams Assets LLC to purchase this property for the sum of \$35,000.00; and

WHEREAS, the Property Acquisition and Disposition Committee, having considered the mission of the Committee and the policies of the City, one of which is to return properties to the tax rolls, has recommended that the City of Poughkeepsie accept this offer; and

WHEREAS, the Common Council hereby finds that the offer from Williams Assets LLC is in the best interests of the City of Poughkeepsie; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby makes the following determinations: (a) that there is no existing municipal purpose or need for this property, and (b) that the sale price and conditions imposed herein represent fair and adequate consideration for the conveyance; and be it further

RESOLVED, that the offer from Williams Assets LLC to purchase premises known as 171 South Cherry Street (Tax Map No. 6161-31-318779), in the City of Poughkeepsie for the sum of \$35,000.00 is hereby approved subject to the hereinafter mentioned conditions and subject to such other and further conditions which the Corporation Counsel shall deem appropriate; and be it further

RESOLVED, that this sale is approved subject to the following conditions:

- A. The conveyance of title and the payment of the purchase price shall take place within thirty (30) days of the date of approval by the Common Council, unless Corporation Counsel shall grant an extension as deemed appropriate.
- B. The transfer of title and Purchaser's use of the Property shall be subject to all state, federal and local regulations, including the City of Poughkeepsie and New York State

Building Codes and the City of Poughkeepsie Zoning Ordinance, and real property taxes coming due pursuant to law on and after the date of transfer of title.

- C. Purchaser shall accept such title to the real property as the City of Poughkeepsie is possessed of and agrees to accept such title by Quitclaim deed subject to any defects or encumbrances as are of record.
- D. Purchaser shall commence an Article 15 bar claim action promptly after closing.
- E. Purchaser agrees that they shall not use the purchase price agreed to as a reason to grieve or otherwise contest the assessed value of the premises for purposes of real property taxation.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to enter into an Agreement for Sale of Land for the above-mentioned transaction provided such agreement contains the terms contained herein together with such other terms and conditions which the Mayor and the Corporation Counsel shall deem appropriate, and the Mayor, the City Administrator and the Corporation Counsel are hereby authorized and directed to do all things necessary to give effect to the terms of this resolution.

SECONDED BY COUNCILMEMBER _____.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Sale of City-owned property located at 171 South Cherry Street, Poughkeepsie, New York			
Project Location (describe, and attach a location map): 171 South Cherry Street			
Brief Description of Proposed Action: The City is selling a vacant, City-owned property located at 171 South Cherry Street. The proposed Buyer has proposed to purchase the property and construct a multi-family, multi-story residential structure thereon.			
Name of Applicant or Sponsor: City of Poughkeepsie Common Council		Telephone: 845-451-4200 E-Mail: citychamberlain@cityofpoughkeepsie.com	
Address: 62 Civic Center Plaza			
City/PO: Poughkeepsie		State: NY	Zip Code: 12601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO ☐	YES ☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO ☐	YES ☐
3. a. Total acreage of the site of the proposed action?		0.17 acres	
b. Total acreage to be physically disturbed?		N/A acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0.17 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action: ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO ☐ ☐	YES ☒ ☒	N/A ☐ ☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO ☐	YES ☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO ☒	YES ☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO ☒ ☐ ☐	YES ☐ ☒ ☒	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO ☐	YES ☒	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO ☐	YES ☒	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO ☐	YES ☒	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO ☒ ☒	YES ☐ ☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO ☒ ☒	YES ☐ ☐	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	☒	☐
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☐	☐

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☒	☐

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☒	☐

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☒	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>City of Poughkeepsie Common Council</u> Date: _____ Signature: _____ Title: _____		

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Project: Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Poughkeepsie Common Council

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

The City of Poughkeepsie

New York

John Taylor
Assessor



62 Civic Center Plaza
Poughkeepsie, N. Y. 12601
845-451-4039
Fax: 845-451-4181

October 26, 2023

Mayor Marc Nelson
City of Poughkeepsie

Re: 171 S Cherry Street - 6161-31-318779

Mayor Nelson,

Pursuant to your request, I have been asked to estimate an opinion of value for the above captioned subject property for the purpose of estimating market value. The value reported on the property is qualified by certain assumptions, limiting conditions and definitions. The Valuation is prepared for Mayor Marc Nelson and is intended for his specified use.

The property is located at 171 S Cherry Street, City of Poughkeepsie and consists of one unimproved vacant parcel, totaling 0.17 acres. The property is currently residential vacant land (NYS Class 311). The 2 Family dwelling was demolished on May 8, 2023. The subject is situated in an R-3 (Medium-Density Residence District). A visual inspection of the property has been performed. Additionally, it must be understood that no plans/survey have been reviewed, there are no known deed restrictions, zoning restrictions or other legal restrictions that would have an adverse effect on the establishment of market value.

To establish an opinion of market value, a Sales Approach was utilized based on sales of similar properties, within the subject's general market area. In this approach, value is based on the transfer of properties considered to be similar in use and condition. Due to the lack of recent sales within the subject's immediate neighborhood similar in acreage and functional utility it was necessary to expand the search into surrounding neighborhoods and utilize sales with similar functional utility. Any and all data, reasoning and/or analysis used to develop the opinion of value has been retained and any depth of discussion is specific to the needs of the intended user.

After careful consideration, I have concluded an estimated Market Value of the subject property to be \$30,000.

Respectfully,


John Taylor
Assessor

(LL 23-07)

**A LOCAL LAW AMENDING CHAPTER 6 “BUILDING AND UTILITY CODES,”
ARTICLE I “BUILDING CODE” TO ADDRESS CORPORATE FINES AND TO SET A
MINIMUM FINE FOR VIOLATIONS OF THE BUILDING CODE**

SPONSOR: CHAIRWOMAN BROWN

BE IT ENACTED, by the Common Council of the City of Poughkeepsie as follows:

STRIKETHROUGH INDICATES DELETION
BOLD and UNDERLINE INDICATES ADDED LANGUAGE

SECTION 1: City Code Chapter 6 “Building and Utility Codes,” Article I “Building Code,” Division I “Building Code” Section 6-11 is amended to read as follows:

Section 6-11. Penalties.

Any person, **firm, corporation, association or entity** violating any of the provisions of this Building Code or of the Uniform Code adopted in Section 6-3 shall be liable to a penalty **of no less than \$250 but** not exceeding \$1,000 and, for a continuation of such violation, to an additional penalty not exceeding \$10 per day. **For the purposes of section 80.10 of the penal law, this shall constitute a special corporate fine.**

SECTION 2: City Code Chapter 6 “Building and Utility Codes,” Article I “Building Code,” Division II “Administration of Building Code” Section 6-39(o) is amended to read as follows:

(o) Penalties. Any person, firm, corporation, ~~or~~ association **or entity** violating the provisions of this section shall be subject to a penalty of **not less than \$100 per day but not exceeding** \$300 per day, per property, for the following violations, which shall constitute distinct and separately chargeable violations. **For the purposes of section 80.10 of the penal law, this shall constitute a special corporate fine.**

(1) Failure to register a property as required in Section 6-39(c). The first date on which a penalty for failure to register may be imposed is the latter of the following:

- a. The 11th day after the owner is provided with written notice **of** the existence of a vacant property; **or**
- b. The 11th day after the initiation of foreclosure proceedings.;~~or~~
- c. ~~The 11th day after the effective date of this section.~~

(2) Failure to provide a cash bond as required in Section 6-39(j). The first date on which a penalty for failure to provide a cash bond may be imposed is the latter of the following:

- a. The 21st day after the owner is provided with written notice of the existence of a vacant property; **or**
- b. The 21st day after the initiation of foreclosure proceedings; ~~or~~
- ~~c. The 21st day after the effective date of this section.~~

(3) Failure to replenish a cash bond that the Building Inspector has drawn down pursuant to Section 6-39(m). The first date on which a penalty for failure to provide a cash bond may be imposed is the 11th day after the Building Inspector notifies the owner of the obligation to replenish the bond to the minimum of \$10,000.

(4) Failure to provide proof of liability insurance as required in Section 6-39(k). The first date on which a penalty for failure to provide a cash bond may be imposed is the latter of the following:

- a. The 21st day after the owner is provided with written notice of the existence of a vacant property; **or**
- b. The 21st day after the initiation of foreclosure proceedings; ~~or~~
- ~~c. The 21st day after the effective date of this section.~~

(5) Failure to rectify violations of Section 6-39(g). An owner who fails to remedy violations of Section 6-39(g) within 10 days of the date of a citation issued pursuant to Section 6-39(h) shall be subject to civil penalties as set forth in Sections 6-11 and 6-12 for each day the violation is unremedied or until the Building Inspector exercises his or her authority under Section 6-39(m) to take necessary steps to ensure the property is properly maintained pursuant to Section 6-39(g).

SECTION 3. This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

BE IT FURTHER RESOLVED, that copies of the aforesaid proposed Local Law be laid upon the desk of each council member; and

BE IT FURTHER RESOLVED, that the Common Council shall hold a public hearing on said proposed Local Law and that the City Clerk shall publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

SECONDED BY COUNCILMEMBER _____ :

CITY OF Poughkeepsie
CITY CHAMBERLAIN
NOV-9 1:28

-----X
LORRAINE JOHNSON,

Claimant,

NOTICE OF CLAIM

-against-

CITY OF POUGHKEEPSIE,

Respondent.
-----X

TO: **Mayor Marc Nelson**, City of Poughkeepsie, 62 Civic Center Plaza, 3rd Floor,
Poughkeepsie, New York 12601

Jasmin Davis, City Chamberlain, City of Poughkeepsie, 62 Civic Center Plaza,
1st Floor, Poughkeepsie, New York 12601

PLEASE TAKE NOTICE that the claimant hereby make claim against the CITY OF
POUGHKEEPSIE for damages sustained because of personal injuries.

1. Claimant resides at 1 Taylor Avenue, Poughkeepsie, New York 12601.
2. Claimant's attorneys are Rutberg Breslow Personal Injury Law, 3344 Route 9
North, Poughkeepsie, NY 12601.
3. The claim arises out of respondent's negligence. The claim arose at 145
Washington Street, Poughkeepsie, New York on September 3, 2023 between 5:00 p.m. and
6:00 p.m.
4. The nature of the claim and manner in which it arose are as follows:

The claimant was walking on Washington Street, Poughkeepsie, New York when she was
caused to trip and fall on uneven sidewalk located at 145 Washington Street, Poughkeepsie,
New York.
5. The nature of the injuries as presently known are as follows:

Fractured left ankle requiring open reduction internal fixation.

6. Not more than 90 days has elapsed since the subject incident occurred.

Claimant intends to commence an action if you do not adjust and pay this claim within the time provided by statute.

DATED: Poughkeepsie, New York
November 9, 2023

Yours, etc.

RUTBERG BRESLOW PERSONAL INJURY LAW

By: Julie Iacobucci
JULIE E. IACOBUCCI
Attorneys for Claimant
3344 Route 9 North
Poughkeepsie, NY 12601
Tel.: (845) 486-0300

STATE OF NEW YORK)
) ss:
COUNTY OF DUTCHESS)

Lorraine Johnson, being duly sworn, deposes and says that deponent is the claimant; that he/she has read the foregoing Notice of Claim and knows the contents thereof; the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

Lorraine Johnson
Lorraine Johnson

Sworn to before me this
27 day of Oct, 2025
[Signature]
Notary Public

JENNIFER L. LANGLEY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02LA6219574
Qualified in DUTCHESS County
Commission Expires 3/22/2026

PLEASE PRINT OR TYPE FORM CLEARLY

NOTE: Claim must be filed with and served to the City Chamberlain in triplicate (3 copies) within 90 days after the claim arises. Use additional sheets if necessary.

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

TODAY'S DATE: 11/28/23

NAME AND ADDRESS OF EACH CLAIMANT:

JEFFREY WILLIAMS
306 MANSION ST.
POUGHKEEPSIE, NY 12601
TELEPHONE NUMBER: 845 416-2135

NAME AND ADDRESS OF ATTORNEY (IF ANY):

DESCRIBE WHAT HAPPENED AND AMOUNT CLAIMED (PLEASE STATE DATE, TIME, LOCATION, AND MANNER IN WHICH CLAIM AROSE):

Large branch Fell on my car from city tree That
~~each~~ was Reported to city of being a dangerous Tree
~~9-7-23~~ 9-7-23 BEMENT AVE 8:37 AM \$5,000

ITEMS DAMAGED OR INJURIES SUSTAINED:

White Honda 2011

Jeffrey Williams
Signature of Claimant

Signature of Claimant

STATE OF NEW YORK, COUNTY OF Dutchess s.s.:

Jeffrey Williams being duly sworn, say(s) that he/she is/are the claimant(s) named in the foregoing claim, that he/she has/have read the same and know(s) the contents thereof; that the same is true to his/her own knowledge, except as to the matters alleged upon information and belief and as to those items, he/she believes it to be true.

Jeffrey Williams
Signature of Claimant

Signature of Claimant

Sworn to before me this
28 day of November, 2023

[Signature]
Notary Public



NOTE: After submitting this form to the City Chamberlain, please direct any inquires to the Corporation Counsel at (845) 451-4065, Monday to Friday, 8:30 a.m. - 4:00 p.m.



HUDSON VIEW AUTOBODY

hudsonviewauto@outlook.com
1 OAKDALE AVE, POUGHKEEPSIE, NY 12601
Phone: (845) 454-5540
FAX: (845) 454-8062

Workfile ID: faf44645
PartsShare: 7y8P7V
Federal ID: 141594354
License Number: 3140500

Supplement of Record 1 with Summary

Customer: WILLIAMS, JEFFREY

Job Number:

Written By: Rachel Illuminate, 09/21/2023 12:48:43 PM
Adjuster: Team, Express, (855) 341-8184 Business

Insured: WILLIAMS, JEFFREY
Type of Loss: Comprehensive
Point of Impact: 16 Non-Collision

Policy #:
Date of Loss: 09/06/2023 9:00 PM

Claim #: 52-55W5-53L01
Days to Repair: 0

Owner:
WILLIAMS, JEFFREY
306 MANSION ST FL 2
POUGHKEEPSIE, NY 12601-2714
(845) 454-1669 Evening
(845) 416-2135 Cell

Inspection Location:
HUDSON VIEW AUTOBODY
1 OAKDALE AVE
POUGHKEEPSIE, NY 12601
Repair Facility
(845) 454-5540 Business

Insurance Company:
STATE FARM INSURANCE COMPANIES
STATE FARM - NY
MALTA

Vehicle Drop Off Date: 09/12/2023

Promise Date: 09/22/2023

Repair Start Date: 09/12/2023

VEHICLE

2011 HOND Accord Sedan LX-P Automatic PZEV 4D SED 4-2.4L Gasoline Electronic Fuel Injection white

VIN: 1HGCP2F4XBA142000
License: kbp 5012
State: NY

Interior Color:
Exterior Color: white
Production Date: 7/2011

Mileage In: 82,284
Mileage Out:
Condition:

Vehicle Out: 09/22/2023

Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags

Head/Curtain Air Bags

SEATS

Cloth Seats
Bucket Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control
Power Trunk/Liftgate

Supplement of Record 1 with Summary

Customer: WILLIAMS, JEFFREY

Job Number:

2011 HOND Accord Sedan LX-P Automatic PZEV 4D SED 4-2.4L Gasoline Electronic Fuel Injection white

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		WINDSHIELD					
2	*	Repl Windshield NAGS, w/o blue shade w/o auto dim mirror -10%	FW02814GTN	1	<u>270.69</u>	3.2	
3		R&I Mirror inside w/o auto dimming				Incl.	
4		Repl W'shield molding	73150TA5A01	1	51.50	Incl.	
5		R&I RT Wiper arm				Incl.	
6		R&I LT Wiper arm				Incl.	
7		ROOF					
8	*	Rpr Roof panel w/o sunroof US built				<u>9.5</u>	2.8
9	#	Rpr Feather Prime and Block				0.5	3
10	#	Refn Basecoat Reduction					
11		Repl RT Roof molding	73152TA0A01	1	87.30	0.4	
12		R&I LT Roof molding				0.4	
13		R&I R&I headliner				2.5	
14		Repl Add for o/head cnsl		1		0.2	
15		PILLARS, ROCKER & FLOOR					
16	*	Rpr RT Aperture panel US built			s	<u>3.0</u>	<u>2.0</u>
17		Overlap Major Non-Adj. Panel					-0.2
18		REAR DOOR					
19	*	Rpr RT Door shell (HSS)				<u>2.0</u>	2.0
20		Overlap Major Adj. Panel					-0.4
21		R&I RT Belt molding				0.3	
22		R&I RT Handle, outside painted, US built taffeta white				0.4	
23		R&I RT R&I trim panel				0.3	
24		Repl RT Applique US built	72930TA5A00	1	49.98	0.2	
25		QUARTER PANEL					
26	*	Rpr RT Quarter panel				<u>2.0</u>	2.6
27		Overlap Major Adj. Panel					-0.4
28		R&I RT Splash shield				0.2	
29	** S01	Repl Non OEM RT Stone guard	74401TA5A00	1	<u>4.75</u>	0.2	
30		TRUNK LID					
31	*	Rpr Trunk lid w/o navigation				<u>2.0</u>	2.3
32		Overlap Major Adj. Panel					-0.4
33		Clear Coat					2.5
34	#	Refn Basecoat Reduction					-0.2
35		R&I License pocket w/o rear camera taffeta white				0.4	
36		Repl Emblem	75701TA0000	1	72.10	0.2	
37		Repl Nameplate "Accord"	75722TA0A01	1	81.20	0.2	
38		R&I Trunk lid trim				0.3	
39		REAR LAMPS					
40		R&I RT Tail lamp assy				0.3	

Supplement of Record 1 with Summary

Customer: WILLIAMS, JEFFREY

Job Number:

2011 HOND Accord Sedan LX-P Automatic PZEV 4D SED 4-2.4L Gasoline Electronic Fuel Injection white

41	REAR BUMPER							
42		O/H rear bumper					1.1	
43	*	R&I Bumper cover 2.4L					Incl.	
44	MISCELLANEOUS OPERATIONS							
45	#	Rpr Pre-repair Scan					0.5	1
46	#	Repl Additional Cover Car	1	10.00				
47	#	Refn Corrosion Protection						0.5
48	#	Rpr Glass Clean Up					1.0	
49	#	R&I D&R Battery					0.2	
50	#	Rpr Mask Opening(s)					0.5	
51	#	Repl Pinstripes - Tape	1	24.00	T		0.3	
52	#	S01 Subl DIFFERENCE BETWEEN RMC AND P/M RATE	1	224.93				
53		OTHER CHARGES						
54	#	Towing	1	355.00				
55	#	E.P.C.	1	3.00				
SUBTOTALS				1,234.45			32.3	13.1

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				852.45
Body Labor	31.3 hrs	@	\$ 63.00 /hr	1,971.90
Paint Labor	13.1 hrs	@	\$ 63.00 /hr	825.30
Sublet Mechanical	0.5 hrs	@	\$ 130.00 /hr	65.00
Feather Prime and Block	0.5 hrs	@	\$ 63.00 /hr	31.50
Paint Supplies	13.1 hrs	@	\$ 42.00 /hr	550.20
Miscellaneous				24.00
Other Charges				358.00
Subtotal				4,678.35
Sales Tax	\$ 4,678.35	@	8.1250 %	380.12
Grand Total				5,058.47
Deductible				500.00
CUSTOMER PAY				500.00
INSURANCE PAY				4,558.47

Supplement of Record 1 with Summary

Customer: WILLIAMS, JEFFREY

Job Number:

2011 HOND Accord Sedan LX-P Automatic PZEV 4D SED 4-2.4L Gasoline Electronic Fuel Injection white

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Changed Items							
29	**	Repl Non OEM RT Stone guard	74401TA5A00	1	-2.74	-0.2	
29	**	S01 Repl Non OEM RT Stone guard	74401TA5A00	1	<u>4.75</u>	0.2	
Added Items							
52	#	S01 Subl DIFFERENCE BETWEEN RMC AND P/M RATE		1	224.93		
SUBTOTALS					226.94	0.0	0.0

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			226.94
Subtotal			226.94
Sales Tax	\$ 226.94 @	8.1250 %	18.45
Additional Supplement Taxes			-0.01
Total Supplement Amount			245.38
NET COST OF SUPPLEMENT			245.38

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	4,813.09	ALLAN TAYLOR
Supplement S01	245.38	Rachel Illuminate
Job Total:	\$ 5,058.47	
CUSTOMER PAY:	\$ 500.00	
INSURANCE PAY:	\$ 4,558.47	

"PURSUANT TO SECTION 2610 OF THE INSURANCE LAW, AN INSURANCE COMPANY CANNOT REQUIRE THAT REPAIRS BE MADE TO A MOTOR VEHICLE IN A PARTICULAR PLACE OR REPAIR SHOP. YOU HAVE THE RIGHT TO HAVE YOUR VEHICLE REPAIRED IN THE SHOP OF YOUR CHOICE".



Incident Report



Print Date/Time: 10/25/2023 10:35

Login ID: eacken-cp

City of Poughkeepsie Police

ORI Number: NY0130200

Incident: 2023-00023922

Incident Date/Time: 9/7/2023 8:37:36 PM
Location: MANSION ST / BEMENT AV
Poughkeepsie NY
Phone Number: (845)416-2135
Report Required: Yes
Prior Hazards: No
LE Case Number: 2023-00023922

Incident Type: Auto Accident-PDAA
Venue: C/POUGHKEEPSIE
Source: Telephone
Priority: 6
Status: In Progress
Nature of Call: WHITE HONDA

Unit/Personnel

Unit	Personnel
CP212	6909-Beahan

Person(s)

No.	Role	Name	Address	Phone	Race	Sex	DOB
1	Caller	WILLIAMS, JEFF		(845)416-2135			

Vehicle(s)

Role	Type	Year	Make	Model	Color	License	State
Involved Vehicle						KBP5012	NY
Plate Inquiry	Passenger Car	2011	Honda	ACC	White	KBP5012	NY

Disposition(s)

Disposition	Count	Date/Time
MatterResolved	1	09/07/2023 20:54

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
------	------	------	------	-------	-------------	---------	----------

.CAD Narrative

**10/24/2023 : 16:06:05 gbeahan-cp Narrative: LARGE BRANCH FROM CITY TREE FELL ON TO ATTACHED VEHICLE.
PHOTOS TAKEN AND SUBMITTED. NF GB#32**

09/07/2023 : 20:54:02 sashworth-cp Narrative: PHOTOS TAKEN- BLOTTER ONLY



RE: Notification of adult-use retail dispensary license application

License Type: New Establishment

Previous DBA:

License Number (if applicable):

Applicant Name: Balli Cann, Inc.

Phone Number: 845-405-2748

Email Address: ballicann9@gmail.com

Dear Municipal Clerk/NYC Community Board:

This serves as notification that I (name) Jaswinder Kaur

of (dba) Balli Cann, Inc.

intend to, or have, file(d) an application for licensure with the Office of Cannabis Management to open a(n):

- ☒ retail dispensary premises (new or additional) ☐ registered organization with dispensing (or ROD)
☐ microbusiness

in (county name) Dutchess County. This business, once the license is approved, shall be located at:

Address Line 1: 248 Smith Street

Address Line 2:

City: Poughkeepsie

Zip code: 12601

The mailing address is (if different from business location):

Address Line 1: 19 FORD AVENUE #A

Address Line 2:

City/Town/Village: HIGHLAND MILLS

State:

Zip code: 10930

(As applicable, name of business if different from above) has _____
retained the legal services of (attorney or representative)

Name:

Address Line 1:

Address Line 2:

City/Town/Village:

State:

Zip code:

Telephone with area code: _____

CITY OF Poughkeepsie
CITY CHATLINE
NOV 17 AM 9:57

If the municipality or community board would like to express an opinion to the Cannabis Control Board, they must respond to this notification within 30 days by emailing an opinion to municipalities@ocm.ny.gov. This expressed opinion must be on official municipality or community board letterhead.

If the municipality or community board would like to request a one-time 30 day extension for the municipality or community board to provide their opinion, or if the municipality or community board has any comments, concerns, or questions, they must reach out to the Office at municipalities@ocm.ny.gov with "Notification to Municipalities Municipality Opinion 30 Day Extension Request – [Insert municipality or community board name here]" in the subject line. Municipalities or community boards should be sure to provide proof of the date of receipt of the Notification to Municipalities that they wish to request an extension of time for submitting a municipality opinion. Any request that does not include such information will be rejected as incomplete.

Signed

Jaswinder Kaur

Today's date: Nov. 16, 2023

Print

Jaswinder Kaur



RE: Notification of adult-use retail dispensary license application

License Type: New Establishment

Previous DBA:

License Number (if applicable):

Applicant Name: Mazigh Corp.

Phone Number: 845-392-4606

Email Address: Mazighcorp@gmail.com

CITY OF Poughkeepsie
CITY CHAMBER OF COMMERCE
NOV 17 PM 2:53

Dear Municipal Clerk/NYC Community Board:

This serves as notification that I (name) Khirededdine Mazouzi

of (dba) Mazigh Corp.

intend to, or have, file(d) an application for licensure with the Office of Cannabis Management to open a(n):

- ☒ retail dispensary premises (new or additional) ☐ registered organization with dispensing (or ROD)
☐ microbusiness

in (county name) Dutchess. This business, once the license is approved, shall be located at:

Address Line 1: 531 Main Street

Address Line 2: Poughkeepsie, New York

City: Poughkeepsie, New York

Zip code: 12601

The mailing address is (if different from business location):

Address Line 1:

Address Line 2:

City/Town/Village:

State: Zip code:

(As applicable, name of business if different from above) has _____
retained the legal services of (attorney or representative)

Name: _____

Address Line 1: _____

Address Line 2: _____

City/Town/Village: _____

State: Zip code: _____

Telephone with area code: _____

CITY OF PORTLAND
CITY CLERK
NOV 17 PM 2:50

If the municipality or community board would like to express an opinion to the Cannabis Control Board, they must respond to this notification within 30 days by emailing an opinion to municipalities@ocm.ny.gov. This expressed opinion must be on official municipality or community board letterhead.

If the municipality or community board would like to request a one-time 30 day extension for the municipality or community board to provide their opinion, or if the municipality or community board has any comments, concerns, or questions, they must reach out to the Office at municipalities@ocm.ny.gov with "Notification to Municipalities Municipality Opinion 30 Day Extension Request – [Insert municipality or community board name here]" in the subject line. Municipalities or community boards should be sure to provide proof of the date of receipt of the Notification to Municipalities that they wish to request an extension of time for submitting a municipality opinion. Any request that does not include such information will be rejected as incomplete.

Signed _____

Today's date: 11/17/2023

Print Kheireddine Mazouzi



NOV 20 PM 2:36

RE: Notification of adult-use retail dispensary license application

License Type: New Establishment

Previous DBA:

License Number (if applicable):

Applicant Name:

Phone Number:

Email Address:

Kaya Natural Remedies Inc.
914-475-2741
audrey.grah@aol.com

Dear Municipal Clerk/NYC Community Board:

This serves as notification that I (name)

of (dba)

intend to, or have, file(d) an application for licensure with the Office of Cannabis Management

to open a(n):



retail dispensary premises (new or additional)



registered organization with
dispensing (or ROD)



microbusiness

in (county name)

Dutchess

This business, once the license is approved, shall be located

at:

Address Line 1:

579 Main Street

Address Line 2:

City

Poughkeepsie, NY

Zip code:

12604

The mailing address is (if different from business location):

Address Line 1:

Address Line 2:

City/Town/Village:

State:

Zip code:

Address
* Amended

(As applicable, name of business if different from above) has _____
retained the legal services of (attorney or representative)

Name: _____

Address Line 1: _____

Address Line 2: _____

City/Town/Village: _____

State: Zip code: _____

Telephone with area code: _____

If the municipality or community board would like to express an opinion to the Cannabis Control Board, they must respond to this notification within 30 days by emailing an opinion to municipalities@ocm.ny.gov. This expressed opinion must be on official municipality or community board letterhead.

If the municipality or community board would like to request a one-time 30 day extension for the municipality or community board to provide their opinion, or if the municipality or community board has any comments, concerns, or questions, they must reach out to the Office at municipalities@ocm.ny.gov with "Notification to Municipalities Municipality Opinion 30 Day Extension Request – [Insert municipality or community board name here]" in the subject line. Municipalities or community boards should be sure to provide proof of the date of receipt of the Notification to Municipalities that they wish to request an extension of time for submitting a municipality opinion. Any request that does not include such information will be rejected as incomplete.

Signed _____

Today's date: _____

Print _____